

***Department of Defense
Defense Employee and Labor
Relations Symposium 2010***

***Effective Contract Proposal Costing
&
Use of Economic Evidence at Impasse***

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MODEL

GROUND RULES FOR TERM CONTRACT NEGOTIATIONS BETWEEN THE UNION AND THE AGENCY

1. This agreement is entered into pursuant to the provisions of the Federal Service Labor-Management Relations Statute, 5 USC § 7101, *et seq.*, and serves as the procedural ground rules governing term bargaining between the Agency and the Union over a successor agreement to the National Agreement. (The Agency and the Union are referred to collectively as the parties).
2. The parties will exchange written proposals on October 3, 2008.
3. The parties will be available for clarification of their respective proposals the week of October 6, 2008.
4. Proposals may include amendments to any current articles or new articles proposed by the parties.
5. Proposals may be amended or modified during bargaining. Such amendments or modifications must be consistent with the National Agreement.
6. Bargaining will be conducted according with the following schedule. The parties may mutually agree to modify the times and dates. The week of January 12, 2009, may be used as an extra week of bargaining if mutually agreed by the parties.

NEGOTIATIONS

October 20 - October 31, 2008

November 17 - November 21, 2008

December 1 - December 12, 2008

January 5 -January 9, 2009

January 12 - January 16, 2009

7. If needed, mediation/arbitration will be conducted according to the schedule below absent a decision by the third-party neutral described in Paragraph 11 to change the distribution of the days allocated to mediation and arbitration.

MEDIATION

January 26 -February 6, 2009

ARBITRATION

February 9 -13, 2009

8. Normally, bargaining will be conducted from 1:00 PM to 4:30 PM on the first day of each session, 9:00 AM to Noon on the last day of each session and 9:00 AM to 4:30 PM all other days. Federal holidays will be observed. The parties may agree to expand these time frames based upon the need to facilitate resolution of issues through the collective bargaining process to include bargaining on weekends, nights and holidays.

9. The negotiations will be conducted in hotel space located in the Washington, metropolitan area or in the Agency and/or the Union's office space in Washington. If hotel space is used and if practical, the hotel space will be the same, or in close proximity to the hotels housing the Agency and the Union's bargaining teams. Also, if hotel space is used and if practical, the hotel(s) will be in close proximity to a METRO subway station. The cost of meeting rooms (including caucus space) if any, will be shared equally by the parties, except that the Union will not be responsible for any space/equipment used by the Agency's support teams. The Union will be afforded the opportunity to agree to any terms of the hotel contract that results in expenditures by the Union.

10. By mutual agreement and to expedite bargaining and facilitate the resolution of issues, the parties may conduct simultaneous bargaining at certain times and places to be agreed upon during any portion of the bargaining. Bargaining may also include the use of mini-bargaining teams.

11. If impasses remain following the last bargaining session, or sooner if the parties mutually agree, the parties will employ the services of a neutral third-party to use a combination of mediation and arbitration techniques to resolve impasses. The work of the third-party neutral will include hearings on issues in dispute and the preparation of a written Factfinder's report with recommendations.

12. The Factfinder will issue a recommendation no later than February 24, 2009. The parties will have five (5) workdays from the receipt of the last Factfinder's report to decide whether to accept the report(s) in whole or part, or not at all. Thereafter, if a final resolution of the issues at impasse is not achieved, the procedures in Paragraph 13 and 14 below will be followed.

13. Any dispute remaining after receipt of the Factfinder's recommendation will be resolved pursuant to 5 USC § 7119 or other appropriate provisions of 5 USC § 7101, *et seq.* Either party may move these remaining disputes to the statutory impasse resolution process.

14. The fees and expenses of the third-party neutral utilized by the parties will be shared equally. However, in the event a party objects to the Factfinder's report and recommendation and either party requests the assistance of the Federal Service Impasses Panel (FSIP) to finally resolve the dispute, the party objecting to the Factfinder's report and recommendation will:

- a. carry the burden at FSIP to show that to the Factfinder's recommendation is unreasonable; and
- B. pay the full costs of a mediator/arbitrator.

15. Official time will be authorized for a maximum of ____ bargaining unit employees representing the Union during negotiations and for travel to and from the negotiations during the time the employee would otherwise be in a duty status. There is no limit on the number of Union national staff or national elected officials on the Union's bargaining team.

18. Each party may have legal counsel during negotiations and impasse procedures. The parties also agree that each may have observers and consultants present during negotiations, mediation and arbitration. As a matter of professional courtesy, observers and consultants will be identified at the beginning of each bargaining session.

19. Generally, the parties will bear the costs of their own travel and per diem except that the Agency will pay for travel and per diem for up to ____ bargaining unit employees to participate in negotiations, mediation and arbitration and to participate in any procedure conducted pursuant to 5 USC 7119 or other provisions of 5 USC § 7101, *et seq.*

20. Travel and per diem (which includes lodging, meals and incidentals) will be reimbursed in accordance with the Federal Travel Regulations.

21. If a party relies on documentary evidence to support a proposal, copies of such documentation will be timely provided to the other party upon request.

22. Prior to each bargaining session, the parties will identify the names of the members of their respective bargaining teams. Bargaining team members must be identified in time to permit the issuance of travel orders.

23. All agreements reached on individual issues are tentative. Such agreement on issues must be committed to writing and initialed by each party's chairperson. There will be no final agreement on the issues as a whole until all issues are agreed. Thereafter, implementation will follow ratification by the Union according to its bylaws and the approval of the agreement by the Department pursuant to 5 USC § 7114. The ratification process will not negate any term lawfully imposed during the impasse resolution process unless otherwise agreed to by the parties.

24. The Union will be notified in writing by the Agency if any proposal(s) are declared non-negotiable by the Department.

25. The parties recognize that publicity concerning issues being negotiated has a detrimental impact on the bargaining process. ***[May agree to add media blackout language here].***

26. This agreement shall become effective thirty-one (31) calendar days from execution or Agency head approval, whichever occurs first.

For the Union:

Date: _____

For the Agency:

Date: _____

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